

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION

Beverly Johns,)	
)	
Plaintiff,)	AMENDED COMPLAINT
)	(JURY TRIAL DEMANDED)
vs.)	
)	C.A. NO: 6:12-1683-JMC
Amtrust Underwriters, Inc.; and)	
Merreles Schumann as employee of)	
Amtrust Underwriters, Inc. and)	
Individually,)	
)	
Defendants.)	
_____)	

The Plaintiff, complaining of Defendant, would respectfully show unto this Court as follows:

GENERAL ALLEGATIONS

1. That the Plaintiff is a resident of the county of Greenville, state of South Carolina, and is all times herein mentioned was an employee of Specialty Claims Management, LLC and a former employee of Amtrust Underwriters, Inc.

2. That upon information and belief, the Defendant, Amtrust Underwriters, Inc. is a corporation organized, existing, and/or operating under the laws of the state of South Carolina and with transacting business in the county and state of Greenville, South Carolina thus jurisdiction is proper with this Court.

3. Upon information and belief the Plaintiff was employed by the Specialty Claims Management, LLC and Plaintiff did almost exclusive work on the files of Amtrust Underwriters, Inc. That Plaintiff was an “at will” employee from on or about March 1,

2010 through August 8, 2011, the date of termination with Specialty Claims Management LLC.

4. Defendant, Merreles Schumann employee for Defendant, Amtrust Underwriters, Inc.
Defendant, Schumann is being sued individually and in her official capacity as employee for Defendant, Amtrust Underwriters, Inc.
5. That Defendant Amtrust Underwriters, Inc. informed Specialty Claims Management, LLC they did not want Plaintiff working on their files due to a false allegations of poor performance made by Defendant Merreles Schumann concerning this Plaintiff.
6. That Specialty Claims Management, LLC was in fear of losing their biggest client, Amtrust Underwriters, Inc. due to the unfounded false allegations Defendant Merreles Schumann had made against Plaintiff therefore once Defendant Amtrust Underwriters, Inc. conveyed these unfounded false allegations Specialty Claims Management, LLC eventually terminated this Plaintiff's employment without just cause.

FOR A FIRST CAUSE OF ACTION
(Tortious Interference with at Will Employment Contract)

AS TO DEFENDANT MERRELES SCHUMANN INDIVIDUALLY AND AS AN
EMPLOYEE OF DEFENDANT AMTRUST UNDERWRITERS, INC. AND AMTRUST
UNDERWRITERS, INC.

7. The foregoing allegation are incorporated by reference herein as fully restated verbatim.
8. Defendant Schumann was at all times aware of Plaintiff's employment with Specialty Claims Management, LLC.
9. Defendant Schumann intentionally and maliciously interfered with Plaintiff's at will employment contract that she had with Specialty Claims Management, LLC whereby causing Defendant to terminate Plaintiff's employment with Specialty Claims

Management, LLC due to Defendant Schumann's unfounded false allegations of Plaintiff's job performance and Amtrust's file preparation.

10. That Defendant Amtrust Underwriters, Inc. informed Specialty Claims Management, LLC they did not want Plaintiff working on their files anymore due to unfounded false allegations of poor job performance of this Plaintiff by Defendant Merreles Schumann.
11. That Defendant Amtrust Underwriters, Inc. put Plaintiff's employer in a position of removing Plaintiff off Amtrust files or lose their biggest client. This was due to and caused by Defendant Schumann's false and slanderous remarks of this Plaintiff. Specialty Claims Management, LLC terminated this Plaintiff's employment without just cause once no other work could be found for this Plaintiff.
12. That the conduct of Defendant Schumann was done with false, malicious and intentional wickedness, and in utter disregard for the Plaintiff and her own well being. That Defendant Schumann's slander to Specialty Claims Management, LLC was for the specific intent to injure this Plaintiff, who at the time was an at-will employee, with the ultimate loss of her employment and causing special damages to include lost wages, lost employment benefits, great emotional distress, and humiliation.
13. Defendant Schumann's interference was the contributing factor to Plaintiff losing her employment. Plaintiff would have remained employed with Specialty Claims Management, LLC if it was not for Defendant Schumann's actions.
14. As a proximate result of Defendant's Schumann interference with Plaintiff's employment/slanderous remarks, Plaintiff has suffered substantial injury and damages, lost income, lost employment benefits and other contractual and tort damages under South Carolina Law.

15. Based upon the foregoing, Plaintiff is informed and believes that she is entitled to judgment against Defendant Schumann individually and/or as an employee of Amtrust Underwriters, Inc. for substantial actual and punitive damages in such amounts as the Jury and the Court may determine.

FOR A SECOND CAUSE OF ACTION
(Defamation of Character/Slander)

16. That each and every allegation that has been previously stated is incorporated as if restated verbatim.
17. That the Defendant Merreles Schumann intended to impeach the honesty, integrity, virtue and the reputation of the Plaintiff, and thereby exposed her to embarrassment and loss of employment, by making false unfounded slanderous remarks about Plaintiff's job performance to Plaintiff's employer Specialty Claims Management LLC thus causing the Plaintiff to be terminated.
18. That the Defendant implied actual malice consisting of recklessness and ill will with a design to wantonly injure the Plaintiff without cause by ultimately making slanderous remarks to Plaintiff's employer Specialty Claims Management LLC and as a result of that Plaintiff was terminated.
19. That the Defendant made a knowingly false statement to the Plaintiff's employer Specialty Claims Management LLC.
20. That the Defendant did make defamatory false unfounded slanderous remarks about Plaintiff's job performance to Plaintiff's employer Specialty Claims Management LLC thus causing the Plaintiff to be terminated.
21. That due to the Defendant's statement to the Plaintiff's employer Specialty Claims

Management LLC, Plaintiff was terminated thus resulting in damages.

WHEREFORE, Plaintiff prays judgment against the Defendant for the relief specified in this Complaint:

- a. For actual damages in the amount found to be fair and equitable within the discretion of the fact finder;
- b. For punitive damages against in the amount found to be fair and equitable within the discretion of the fact finder;
- c. For reasonable attorneys fees and costs; and
- d. And for such other and further relief as this court may deem just and proper.

S/John G. Reckenbeil, FED ID 07671
Attorney for the Plaintiff
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Dated: June 19, 2012
Spartanburg, South Carolina